

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – certification of an agreement

Mount Isa City Council Enterprise Bargaining Agreement 2009-2012

Matter No. CA/2009/123

Commissioner Thompson

3 December 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 3 December 2009 the Commission certifies the following written agreement:

Mount Isa City Council Enterprise Bargaining Agreement 2009-2012 – CA/2009/123

Made between:

Mount Isa City Council (ABN 48 701 425 059)

AND

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees;
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;
Queensland Services, Industrial Union of Employees;
The Australian Workers' Union of Employees, Queensland;
Plumbers & Gasfitters Employees' Union Queensland, Union of Employees; and
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees.

The agreement was certified by the Commission on 3 December 2009 and shall operate from 3 December 2009 until its nominal expiry on 3 December 2012..

This agreement replaces the following:

Mount Isa City Council - Certified Agreement (CA/2004/11)

Mount Isa City Council Certified Agreement (Federal Award) 2005 (AG840532)

By the Commission.

J.M. Thompson
Commissioner

MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2009

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PART 1 – PRELIMINARY

1 Title

This agreement shall be known as the Mount Isa City Council Enterprise Bargaining Agreement 2009 - 2012 and shall be made in the Queensland Industrial Relations Commission.

2 Purpose of the Agreement

To achieve equitable pay outcomes for all employees and to reduce the number of agreements.

Through this agreement, the development of strong cooperative relationships between the Council, its employees and the unions bound by this agreement will be facilitated. These relationships will be characterized by openness, transparency and a commitment to effective consultation.

This agreement establishes a focus, aimed at providing a stronger service-wide context for enterprise bargaining and pay outcomes.

With this in mind, the objectives of this agreement are to:

- provide a fair and equitable pay outcome;
- provide fair and equitable entitlements
- foster relationships between the parties to this agreement that are based on mutual respect, trust and preparedness to consider alternative viewpoints;
- promote a balance between work and personal commitments;
- provide a safe and healthy workplace; and
- provide rewarding jobs and ensure that all employees are appropriately valued and rewarded.
- Facilitate continuous improvement in cost and service delivery
- Improve employee retention;

Through this agreement, the Council is also seeking to foster an environment in which it continually strives to find better and more productive ways of working.

3 Definitions

Award – The Awards set out in Clause 7.

Council – Mount Isa City Council

Date of Effect – the date of certification by the Queensland Industrial Relations Commission.

Local Government Officers Award 1998

Productivity – Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.

Productivity gains may be in a variety of forms, which may include:

- the provision of the same levels and quality of services at a lesser input;
- the provision of a greater level of customer service at the same or lesser input;
- the development of a capacity to provide increased services in those work units where growth is occurring;
- updating technology;
- an agreed combination of the above.

Union – The Unions listed as party to this agreement at Section 6.

CEO – Chief Executive Officer of Mount Isa City Council or delegate.

4 Application

This Agreement applies to employees in professional, technical, operational or administrative roles, where relevant. However, this Agreement will not apply to any employee appointed to a position pursuant to a written contract of employment, where:

- a) the contract states that the agreement will not apply to the terms and conditions applicable to the employee; and
- b) the terms and conditions of the contract did not result, on balance, in a reduction of the overall terms and conditions of employment applicable to the employee under this agreement.

The terms and conditions of the relevant awards listed in this Agreement shall be incorporated as they were at the date of certification unless excluded or modified as an expressed term of this Agreement.

5 Review of Certified Agreement

The parties undertake to commence discussions on a replacement certified agreement, at least 3 months prior to the expiry of this Agreement.

6 Parties Bound

The parties to this agreement are Mount Isa City Council ABN 48 701 425 059 and its employees and the following unions:-

- The Australian Workers' Union of Employees, Queensland (AWU) ABN 54 942 536 069,
- The Queensland Services Union, Industrial Union of Employees (QSU) ABN 863 516 656 53,
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU) ABN 73 089 711 903,
- Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees (FEDFA) ABN 73 089 711 903
- The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMWU) ABN 59 459 725 116
- The Plumbers and Gasfitters Employees' Union of Australia, Qld Branch, Union of Employees (P.G.U.) ABN51 918 867 235
- Liquor, Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees (LHMU) ABN 69 844 574 256
- Association of Professional Engineers, Scientists and Managers of Australia (A.P.E.S.M.A.) ABN 99 589 872 974

7 Relationship to Parent Awards

This agreement shall incorporate the parent awards listed below as they were at the date of certification, provided that where there is any inconsistency between this agreement and the parent awards listed below, this agreement shall take precedence to the extent of the inconsistency.

- Local Government Employees (Excluding Brisbane City Council) Award – State 2003
- Queensland Local Government Officers Award 1998
- Engineering Award – State 2002
- Building Trades Public Sector Award – State 2002
- Theatrical Employees – Local Authority Area Theatres Award - State 2005
- Hotels, Resorts and Certain Other Licensed Premises Award – State (excluding South-East Queensland)

8 Date and Period of Operation

This Agreement shall operate, in accordance with its terms from the date of certification by the Queensland Industrial Relations Commission with an expiry date of 3 years after certification (date to be inserted).

This agreement will continue to operate until a new Agreement is finalised.

9 Posting of Agreement

A true copy of this Agreement shall be displayed in the workplace with convenient access to employees.

10 Commission Standard

This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or departure from Commission Standards of hours of work, annual leave with pay or long service leave with pay.

11 Positive Employment Relations

11.1 New Employees

The Council will, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of the Agreement.

Council will make available to employees a document indicating that a Statement of Policy on Union Encouragement issued by the Queensland Industrial Relations Commission. (Decision of full bench 1/10/2000)

11.2 Workplace Delegates

The existence of accredited Union delegates and/or job representatives is encouraged.

11.3 Facilities and Conditions

The following facilities will be made available to the parties involved in any consultative forum set up in accordance with this Agreement: Wherever possible meetings should occur in normal working time. This includes preparation for meetings, reporting back and travelling to and from attendance at meetings.

Reasonable access to normal Council facilities such as, typing, word processing, photocopying, postal system and telephone, storage facilities and meeting rooms.

Access to a room with normal office facilities shall be provided for representatives of the parties to discuss matters associated with consultative forums established under this Agreement. No employee will be disadvantaged as a result of activities conducted in accordance with this clause.

11.4 Workplace Delegates Leave

Paid leave of absence of up to five (5) days per person per annum will be granted to employee delegates to attend trade union training, ACTU or specific Union training courses approved by the respective Union.

Subject to the following

- a) Written applications must be submitted in advance with union documentation

- b) Operational requirements
- c) Approval by the CEO.
- d) MICC is not involved in any costs for this training except for the payment of remuneration to the staff member.

11.5 Right of Entry

An authorised officer of the Union will have rights of access and entry to the premises of the Council in accordance with Section 372 & 373 of the Industrial Relations Act for the following purposes:

- Meeting with workplace delegates; and
 - Meetings with members of staff; and
 - Meetings with relevant management team members on matters associated with this agreement or current industrial workplace issues; and
 - To conduct union business matters or matters incidental to union business.
- and
- do not disrupt the business or operations of MICC.

11.6 Meetings

It is agreed that officers are entitled to use up to a total of 8 hours paid time to attend union meetings during normal working hours over the 3 year period of this Agreement under the following conditions:

- a) Meetings are to be scheduled at the start or end of the working day to minimise disruption to work patterns.
- b) 7 days written or verbal prior notice of such meeting to be provided to the CEO.
- c) Approval will be subject to operational requirements
- d) The parties will promote a participative and consultative workplace environment and encourage all employees to participate in union meetings.
- e) Any variation to this arrangement must be by Agreement between union delegates and the CEO.

11.7 Meeting notices and newsletters

The Council will provide an accessible space on Council noticeboards within each work location for the posting of any relevant award and this agreement, and notices pertaining to employment relations within the workplace produced by the Unions. The Union workplace delegate will be provided with access to this space.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

12 Types of Employment

Employees under this Agreement will be employed in one of the following categories:

- Full-time employment;
- Flexible Part-time employment;
- Casual employment;
- Maximum term employment either on a Full-time or Part-Time basis.

At the time of engagement the Council will inform each employee of the terms of their engagement.

12.1 Full Time Employment

Full Time Employees shall, subject to the role in which they are appointed will be engaged to work a 76 hour or 72.5 hour fortnight.

Full Time Employees shall be advised, on engagement, whether their ordinary hours are 76 or 72.5 hours per fortnight.

12.2 Part-Time Employment

Part-Time employment means employment for less than the normal weekly ordinary hours specified for a full-time employee in the relevant award. All award entitlements are paid on a pro-rata basis for part-time employees. Due to the nature of their status, part-time employees are not eligible to participate in the flexible work hours as prescribed in Clause 24 of this Agreement.

12.2.1 Pattern of Work for Part-time Employees

For part-time employees, the Council and the part-time employee will agree in writing on an initial systematic pattern of work relevant to the position at the time of engagement. With mutual agreement, the employee may work additional hours over and above their systematic pattern, up to full time equivalent hours without incurring overtime rates.

12.2.2 Flexible Hours

Where operational circumstances are such that it is not possible to set a systematic pattern of work and the employee works such hours in a sporadic manner, Council and part-time employees will agree to a range of hours that may be worked flexibly within a fortnight. Part-time hours may range from one day per week to a maximum of full-time hours. All hours worked up to full time hours of 72.5/76 hours per fortnight will attract ordinary rates of pay. Overtime will be paid for any hours worked in excess of the usual hours worked by an equivalent full time employee in any one day (8.16/8.44 hours).

12.3 Casual Employment

Casual employment shall mean an employee engaged and paid as such by the Council, who is employed on an hourly basis, and whose employment is subject to termination at any time without notice subject to payment of the minimum engagement period as prescribed in the relevant award

Casuals may work ordinary hours up to the equivalent of the weekly ordinary hours subject to minimum engagement periods as prescribed in the relevant award.

Casual employees shall be paid a loading (in accordance with the relevant award) over the ordinary hourly rate.

12.4 Maximum Term Employment

Maximum term employees shall be employees who, at the time of engagement, are advised of the anticipated maximum term of their employment. However, subject to the appropriate notice being provided to such employees the term of the engagement can be terminated prior to the maximum term.

In the absence of a new engagement being entered into, or an earlier termination, a maximum term employee's employment shall cease at close of business at the conclusion of the maximum term engagement.

13 Probation Period

Appointment to all positions shall be for a 3 month probationary period unless there is agreement in writing between the Employer and the employee as to what may constitute a reasonable period of probation.

The probation period is the final phase of the recruitment and selection process; a period where by the employer can validate the selection, by ensuring a good match between the person and the job. The purpose of a probation period is to provide a period of orientation and training, an opportunity to assess the employee's aptitude and capacity to perform in the role.

The parties agree that new professional employees, who commence after the date of certification of this agreement, may have an initial probation period of up to 6 months at the discretion of the CEO.

An employee on probation has been appointed although he/she is not yet confirmed in a permanent role.

If an employee's engagement is terminated during the probationary period, the Queensland Industrial Relations Commission will lack jurisdiction to deal with the matter if all of the following circumstances are met:

- a) If the employee has signed the letter of appointment prior to commencing employment.
- b) If the letter of appointment details a reasonable probationary period having regard to the nature and circumstances of employment.

The CEO may extend the period of probation if the employee has not met the expected performance outcomes of their role within the probation period.

The following positions are indicative of the roles where a 6 month probation period is to be applied:

- c) Professional positions requiring degree level qualifications such as Town Planners, Engineers, EHO's, Accountants, and Information Technology etc
- d) Positions requiring management and supervision duties such as Team Leaders, Supervisors, Managers etc

14 Employment Security

Council recognises that employees value secure employment, safe working conditions and competitive pay and conditions. Employees and their unions recognise that Council must operate within the community expectations as determined by their elected councillors, State laws, available funds and budgeted priorities, and the terms of awards and agreements. The parties agree that the best way to provide ongoing security of employment in Council is for managers and employees to deliver the services and infrastructure required by the community as efficiently and effectively as possible.

15 Redundancy

15.1 Discussions before Terminations

- a) The Council shall hold discussions with the employee directly affected and where relevant, their unions,;-
 - (i) Where the Council made a definite decision that it no longer wishes the job the employee has been doing to be done by anyone;
 - (ii) Where this is not due to the ordinary and customary turnover of labour; and
 - (iii) That decision may lead to termination of employment.
- b) The discussion shall:
 - (i) Take place as soon as it is practicable after the Council has made a definite decision which will invoke the provisions of Discussions before Termination 15.1 (a) above;

and
 - (ii) cover inter alia: - the reasons for the proposed terminations; measures to avoid or minimise the terminations and measures to mitigate the adverse effects of any terminations of the employees concerned.
- c) For the purpose of the discussion the Council shall, as soon as practicable, provide in writing to the employees concerned and their Unions, all relevant information about the proposed terminations (including the reasons for the proposed terminations; the number and categories of employees likely to be affected; the number of workers normally employed and the period over which the terminations are likely to be carried out): PROVIDED THAT the Council shall not be required to disclose confidential information, the disclosure of which would be minimal to its interests.

15.2 Redeployment

- a) A priority will be given, where practicable, to redeploying an employee whose position has been made redundant.

- b) Redeployment will be made on the basis of merit and as redeployment opportunities are identified within Council, the employee selected by the Council for the redeployment shall be given at least four (4) weeks notice of the details of the redeployed position and the commencement date in that position.
- c) Where an employee is redeployed to a position that has an ordinary time rate lower than the redundant position, then the ordinary time rate of the redundant position shall be maintained by the payment of an over award payment until whichever of the following first happens:-
- (i) The end of 52 weeks after the date of transfer to the redeployed position;
 - (ii) the employee is no longer employed by Council; or
 - (iii) the employee is appointed to a position where the ordinary time rate is equal to or more than the ordinary time rate of the redundant position.
- d) Where an employee is redeployed to a position which is not consistent with the redundant position in terms of the applicable award classification and the employee's skills, qualification and experience, the appointment will be for a trial period of twelve (12) weeks:-
- (i) If the employee believes the position is not appropriate, the employee may after four (4) weeks, but within ten (10) weeks of being redeployed request to be terminated before the end of the twelve (12) week period upon giving at least two (2) weeks written notice and Council shall agree to such request; or
 - (ii) If the Council believes the employee is not suitable for the position, it may before the end of the twelve (12) week period terminate the employee upon giving as least two (2) weeks written notice.
- e) If the employee does not request to be terminated or the Council does not terminate as provided in Clause 15.2(d) Redeployment above, the employee will be deemed to have been appointed to the redeployed position specified in Clause 15.2 (d) Redeployment above at the end of the twelve (12) week trial period.

15.3 Termination by Council

- a) Where the Council has made a definite decision to make a position redundant and there are no redeployment opportunities, then the employee concerned shall cease employment on a date nominated by Council and be given the following notice period:-

Table 1 Notice Period

Period of Continuous Service	Period of Notice	
	Under 45	Over 45
Not more than 1 year	1 week	1 week
Not more than 2 years	2 weeks	3 weeks
More than 1 year but not more than 3 years	2 weeks	3 weeks
More than 3 years but not more than 5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks

- b) In addition to the notice in clause (a) termination by Council above, employees over 45 years of age at the time of giving notice and with not less than 2 years Continuous service, shall be entitled to an additional one (1) weeks notice.
- c) Payment in lieu of notice shall be made if the appropriate notice is not given PROVIDED THAT employment may be terminated by Council or by agreement between the Council and the employee concerned by part of the period of notice specified and part payment in lieu thereof.
- d) In calculating any payment in lieu of notice the ordinary time rate for the employee concerned shall be used.

- e) Provided that an employee, who has been engaged for a specific period of time or for a specific task or tasks, shall be given one (1) weeks notice, or in lieu of such notice, one (1) weeks wages shall be paid or deducted.
- f) Where an employee and Council do not agree under Clause 15.3 (a) Termination by Council above, the employee concerned may terminate such employment during the notice period but in such circumstances the employee shall not be entitled to payment in lieu of notice.

15.4 Time off During Notice Period

- a) Where an employee has been given notice of termination under Clause 15.3 Termination by Council above, the employee concerned shall be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b) If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of Council, be required to produce proof of attendance at an interview or he shall not receive payment for the time absent (for this purpose a Statutory Declaration will be sufficient.)

15.5 Severance Pay

Table 2 Severance Pay

Period of Continuous Service	Severance Pay
1 year of less	Nil
1 year and up to the completion of 2 years	4 weeks pay
2 years and up to the completion of 3 years	6 weeks pay
3 years and up to the completion of 4 years	7 weeks pay
4 years and less than 5 years	8 weeks pay
5 years and less than 6 years	10 weeks pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay
plus 1 week for each year of service over 10 years to a maximum of 26 weeks	

- a) On ceasing employment an eligible employee shall be entitled to severance pay at the rate as per Table 2 Severance Pay.

Entitlements involving periods of part time employment shall be calculated on a pro-rata full time basis; for example 1 year of part time employment at 19 ordinary hours of work per week where the full time award ordinary hours are 38 shall equate to an entitlement of 4 weeks pay for 19 hours per week.

- b) For the purpose of Clause 15.5 Severance Pay above the following terms have the meanings respectively assigned to them, that is to say:-

'Weeks Pay' means the ordinary time rate of pay for the employee concerned at the date of ceasing employment with Council.

'Eligible Employee' means subject to the provisions of Clause 15.6 Employees Exempted and Clause 15.7 Alternate Employment below:-

- (i) An employee who has been terminated under Clause 15.3 Termination by Council above;
- (ii) An employee who has been terminated in accordance with Clause 15.2 Redeployment above;
and
- (iii) An employee whose expression of interest under Clause 15.8 Voluntary Redundancies below has been accepted by Council.

15.6 Employees Exempted

This redundancy Clause shall not apply:-

- a) Where employment is terminated as a consequence of conduct that justifies instant dismissal;
- b) To employees engaged for a specific period of time or for a specific task or tasks;
- c) To casual employees;
- d) To apprentices;
- e) To an employee who has less than 1 years continuous service where the general obligation on the Council is no more than to give the relevant employee an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employee of suitable alternate employment.

15.7 Alternate Employment

- a) The Council, in a particular redundancy case, may make application to the appropriate Industrial Commission to have the general severance pay provision varied if the Council obtains alternate employment for an employee which is acceptable to the employee concerned.
- b) Notwithstanding the provisions of Clause 15.7 alternate Employment) above, where an employee whose position is no longer required in accordance with this redundancy clause, finds or is found suitable employment with another Local Government or Other Authority, prior to termination, the employee will be eligible for payment of severance pay in accordance with Clause 15.5 Severance Pay.

15.8 Voluntary Redundancies

- a) Where the Council has decided to reduce the number of employees who are doing the same job and there are no redeployment opportunities available for all the employees affected, then Council shall invite expressions of interest for voluntary redundancies from the employees affected who are not under Clause 15.6 Exempted Employees of this redundancy clause.
- b) Council may at its sole discretion decide whether to accept any or none of the expressions of interest lodged.
- c) Where:-
 - (i) Council does decide to accept any expressions of interest for voluntary redundancy; or
 - (ii) There is still a need to make an employee redundant because of insufficient voluntary redundancies THEN the provisions of this redundancy clause shall apply as if there was involuntary redundancy and the employee concerned is to be terminated by Council.

15.9 Definitions

- a) For the purpose of interpreting this Redundancy Clause, the following terms shall have the meanings respectively assigned to them, that is to say:-
- b) 'Continuous Service' means unbroken service with Mt Isa City Council, as a full time or part time employee but shall not include service with any other Local Government. Periods of leave of absence where Council agrees to allow the employee time off without pay, such as unpaid sick leave shall not break the continuity of service but the duration of the break shall not be counted as service.

16 Redeployment Other Than Redundancy

Where an employee is redeployed from his/her position to another position the following provisions apply:

16.1 Performance or Disciplinary Reasons

If the redeployment results from the employees lack of performance or disciplinary reasons the employee will be reclassified at the rate for the new position including applicable allowances.

16.2 Request for Transfer

If the redeployment results as a request from the employee, the employee will be reclassified at the rate for the new position including any applicable allowances.

16.3 Employer Direction

If the employer directs the redeployment of an employee to a job of a lower classification for any reason other than in 1 and 2 above or under the provisions of the redundancy clause then the employee shall be entitled to continue to be paid at the classification held immediately prior to the redeployment.

17 Recruitment and Selection

The parties acknowledge that job security and career development is important and assists in ensuring workforce stability, cohesion, depth of knowledge and motivation. Council will make all meaningful attempts to 'promote from within', building on the current knowledge base within Council whilst offering developmental opportunities for employees. Where Council considers there to be a sufficient suitably qualified applicant pool internally, Council will call positions internally in the first instance. Where Council considers there is an insufficient suitably qualified applicant pool internally, then Council will call positions simultaneously internally and externally. Selection shall be made based on merit in all cases. Council will make all meaningful attempts to advertise positions on notice boards and electronically for all internally advertised positions.

18 Resignation Period - Termination by Employees

All staff resigning from Council will be required to give a resignation notice period in accordance with Table 3 Resignation Period below. This period shall commence from when the employee advises Council in writing that the employee is resigning and shall cease on the date of resignation. If an employee fails to give this period of notice, the Council shall have the right to withhold monies due to the employee with a maximum amount equal to the period of notice forgone.

Table 3 Resignation Period

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

19 Productivity Improvement

The principle factor enabling productivity improvement under this agreement is the maximising of time on the job.

This can be achieved in a number of ways including flexible work cycles available under the award. Council seeks a commitment from all of its employees to maximise time on the job by careful planning and minimising travel time.

The parties commit to enabling effective arrangements which maximise time on the job.

20 Grievance and Dispute Settlement

Effective communication between employees and management is a pre-requisite to good industrial relations and the following procedure is set down in order that any grievance or dispute may be resolved quickly to maintain sound work relationships.

This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, co-operation and discussion, and the avoidance of interruption to work performance.

The following procedures shall be adopted by the parties in circumstances where a dispute arises pertaining to this Agreement. In circumstances where Council's issues, resolution or grievances procedures do not resolve the complaint, the parties may refer the matter to the Queensland Industrial Relations Commission (QIRC) for conciliation and, where appropriate, arbitration

Any disagreement between the parties as to the interpretation or implementation of this Agreement shall be subject to the following steps:

20.1 At the Workplace

During the dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage or the imposition of a ban, limitation or restriction. However, where the dispute involves a bona fide health and safety issue, affected employees shall not work in the unsafe environment but shall accept reassignment to alternative works / work environment in the meantime.

No party shall be prejudiced as to final settlement by the continuance or work in accordance with this clause.

Any disagreement between the parties as to the interpretation or implementation of this Agreement shall be subject to the following steps, providing that where the dispute/grievance is with the immediate supervisor then the next step in the process would occur:

20.2 Stage 1

The employee is to notify their immediate supervisor of the nature of the grievance and the remedy being sought. A meeting between the employee and the supervisor is to be held as soon as practicable to discuss the matter. This meeting should be held within forty-eight (48) hours of notification. Employees may elect to be accompanied by a representative.

20.3 Stage 2

If the matter remains unresolved after Stage 1, the employee may request that the supervisor refer the matter to the relevant Department Head. This meeting should be held within five (5) working days of the employee request to progress the matter to stage two. Employees may elect to be accompanied by a representative.

20.4 Stage 3

If the matter remains unresolved after Stage 2, the employee may request that the supervisor refer the matter to the Chief Executive Officer. These discussions should be held within five (5) working days of the employee request to progress the matter to stage three. Employees may elect to be accompanied by a representative.

20.5 Stage 4

If, after discussion between the parties, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement of the dispute then, provided the grievance or dispute relates to the application, interpretation or operation of this agreement as it affects the Employee, the grievance or dispute may be referred to the Commission. The parties agree to accept the decision of the QIRC subject to the right of appeal under the Act.

Either party may raise the issue to a higher stage at any time having regard to the issue involved. Provided that dispute shall not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate stage.

There shall be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem that may arise to a grievance or dispute. Throughout all stages of the procedures all relevant facts shall be clearly identified and recorded.

21 Employee Assistance and Counselling

In the interests of maintaining the wellbeing of employees and their families, Council will continue to provide access to and pay for counselling and pastoral services for all employees and the immediate members of their household. This service can be accessed directly by employees or through referral by their Manager.

PART 3 – WAGES and ALLOWANCES

22 Wages

The wages payable to employees covered by this agreement are set out in Schedule one (1).

22.1 Wage Increases

This agreement provides for the following increases over the period of the agreement. The resultant rates of pay are set out in schedule 1 attached

22.1.1 Staff covered by the following awards:

- Local Government Employees (Excluding BCC) Award – State 2003
- Engineering Award – State 2002
- Building Trades Public Sector Award – State 2002
- Theatrical Employees – Local Authority Area Theatres Award - State 2005
- Hotels, Resorts and Certain Other Licensed Premises Award – State (excluding South-East Queensland)

With effect from Monday 6 July 2009	1.5% increase
With effect from Monday 5 July 2010	2.5% increase
With effect from Monday 4 July 2011	3.5% increase

22.1.2 Staff covered by the following award:

- Queensland Local Government Officers Award 1998

With effect from Monday 6 July 2009	3.5% increase
With effect from Monday 5 July 2010	4% increase
With effect from Monday 4 July 2011	4% increase

22.2 All Inclusive Wage Rates

This agreement continues the concept of all inclusive salary rates for all employees which will achieve the benefits of streamlining the remuneration system and payroll processes

Definition – The Overtime/Casual Hourly Rates shown in the various salary schedules attached shall mean the “ordinary rate” for the purposes of calculating overtime and the “hourly rate” prior to loadings for casual employees.

The salary schedules attached detail the all inclusive rates for the various classification levels in the awards listed.

22.2.1 Allowances

- a) The all inclusive salary will absorb all allowances and leave bonuses under the award, except those listed below which will be paid on an as incurred basis:
- Work in the rain
 - Live Sewer work/work under unpleasant conditions
 - Leading hand
 - Camp Allowance/Accommodation
 - Stand-by for emergency work

- Travelling
- Motor vehicle expenses
- Work under unpleasant conditions Building Trades award (This allowance will be paid at the rate of 1.5 times for each hour worked to align it with the Engineering Award – State for a minimum of 4 hours)

b) The following positions will attract an additional annual allowance in lieu of live sewer allowance not to be included in the all inclusive salary rate:

Table 4 Additional Allowance Positions

Position	Allowance
Team Leader - Water and Sewerage	\$7500.00
Coordinator Waste Water Reclamation Plant	\$6668.00
Water & sewer Project Coordinator/Plumbing Inspector	\$7500.00

The following clauses of the award will be interpreted with respect to Mount Isa City Council as detailed below:

22.2.2 Salary for superannuation

Shall mean the all inclusive rate as shown in the salary schedules attached.

22.2.3 Salary for Overtime

Shall mean the all inclusive rate as shown in the salary schedules attached.

22.2.4 Standby & Callout Arrangements

During the period of this agreement Council will meet and consult with all members who are required to be on call/standby and their representatives to ascertain the details of arrangements and other issues specifically relevant to these employees. When agreed, details will be committed to writing and will form a 'Standby Local Area Work Agreement' in accordance with Section 40 Local Area Workplace Agreements

22.2.5 Camp Allowance

The provisions of the Local Government Employees Award – State will apply to employees under this Award. The daily rate for all awards shall be:

\$45.00 per day with effect from Monday 6 July 2009

\$46.00 per day with effect from Monday 5 July 2010

\$48.00 per day with effect from Monday 4 July 2011

During the period of this agreement Council will meet and consult with all members of the "Bush Crew" and their representatives to ascertain the details of arrangements for Camps and other issues specifically relevant to these employees. When agreed, details will be committed to writing and will form a 'Bush Crew Local Area Work Agreement' in accordance with Section 40 Local Area Workplace Agreements. This agreement is to be finalised within 3 months of certification of this agreement.

23 Salary Sacrifice

Employees may participate in salary packaging arrangements, (commonly referred to as "salary sacrifice") including but not limited to superannuation contributions or other benefits provided the arrangements:

- a) comply with the Australian Taxation Office and Superannuation guidelines; and
- b) Result in no additional cost to the Council. including GST, FBT and administration

Employees are required to seek independent financial advice before entering into a salary packaging arrangement for other than superannuation. To facilitate this, a written "salary sacrifice" agreement must be implemented to allow such deductions from "before tax" pay. An agreement through a third party (e.g. RemServ) is required for items other than superannuation and/or approved "in house" items.

The parties agree that the Council will not be responsible for the provision of any financial or taxation advice to an employee in regard to any salary sacrifice proposal and that the Council will not accept any liability in the event that any salary sacrifice proposal does not produce the financial benefit expected by an employee. Council will arrange for information sessions with a suitably qualified organisation for all interested employees.

PART 4 – HOURS OF WORK

24 Flextime Provision

This agreement formally recognises the provision for flexible working hours available to office based staff employed under the Local Government Officers' Award 1998. The operation of this provision is detailed in Schedule 2. Any time in lieu accrued as a result of an officer being required to work overtime will not affect the provisions of the Flextime Agreement.

25 Library Staff – Working Hours

During the period of this agreement Council will meet and consult with all members of the "Library staff" and their representatives to ascertain the details of arrangements for Library working hours and other issues specifically relevant to these employees. When agreed, details will be committed to writing and will form a 'Library staff Local Area Work Agreement' in accordance with Section 40 Local Area Workplace Agreements.

PART 5 – LEAVE

26 Long Service Leave

26.1 Entitlement

The entitlement of an employee to long service leave on full pay shall be 13 weeks for ten (10) year's continuous service and pro-rata at the same rate of accumulation for any service beyond 10 years. An employee who, without the benefit of this agreement would have had to complete 15 years' continuous service to become entitled shall, so far as calculating the entitlement to leave is concerned, have service calculated at the rate of 0.86 weeks per year to their anniversary date after 1 January 2004 and service thereafter calculated at the rate of 1.3 weeks per year. All employees who commenced with MICC after 1 January 2004 will accrue LSL at the rate of 1.3 weeks per year. All employees with more than 7 years service may access their pro-rata long service leave entitlements. An employee who is terminated for disciplinary reasons shall not be entitled to payout of long service leave entitlements prior to 10 years of service.

Table 5 LSL Provisions

Employee	Accrual Rate	Date of Effect	Access to Accrual
Admin Based	1.3 weeks per year of service	The later of 1 January 1977 or date of commencement with MICC.	After 7 years service
Works Based	1.3 weeks per year of service	The later of anniversary date after 1 January 2004 for service with MICC or date of commencement with MICC	After 7 years service

26.2 Flexibility of Long Service Leave

It is recognised that employees need to take leave in order to maintain their well being and productivity in the workplace. It is also recognised that a certain amount of flexibility in the manner in which employees take and/or are paid for their leave is beneficial. In that regard the following options are available to staff in extenuating circumstances at the discretion and approval of the CEO:

- a) Employees may elect to take Long Service Leave (LSL) at double the length at half the pay. (For Example: A six (6) week long service leave entitlement may be taken as twelve (12) weeks leave and paid at 50% of the full time rate for the period of the leave).

- b) Employees may elect to take Long Service Leave (LSL) at double pay at half the length of time. (e.g.: A six (6) week long service leave entitlement may be taken as three (3) weeks leave and be paid at 200% of the full time rate for the period of the leave.)
- c) In circumstances, such as proven financial hardship, an employee may apply to the Chief Executive Officer for payment in lieu of any LSL accumulated, provided that any such application does not result in the remaining LSL balance being less than 4 weeks.
- d) Long Service Leave may only be taken in a minimum of 2 week blocks.
- e) Upon becoming eligible to take an initial period of LSL, an Employee shall be entitled to take further LSL as it accumulates.
- f) Employees shall comply with the Industrial Relations Act 1999 (Qld) in relation to the taking of LSL.
- g) Employees will accrue leave as if they had taken the LSL on the full pay rate regardless of the period for which they are absent. The employee shall not accrue any more leave than they would have had they taken Long Service Leave on full pay.

27 Annual Leave

27.1 Entitlement

The entitlement of all employees to annual leave on full pay shall be 5 weeks per annum. All employees who commence with MICC after the date of certification of this agreement will accrue annual leave at the rate of 5 weeks per year of service.

Table 6 Annual Leave Entitlements

Employee	Accrual Rate	Date of Effect
Admin Based	5 weeks per year of service	Date of commencement with MICC in accordance with the QLGOA.
Works Based	5 weeks per year of service	1 st full pay period after date of certification or date of commencement with MICC if after date of certification.

28 Accrued Annual & Long service Leave

Annual Leave and LSL are designed to provide the employee with the opportunity to have time out from work to rest and relax. From a Workplace Health and Safety point of view, it is in the best interests of both the employee and Council that leave is taken regularly. Minimum period of LSL is 2 weeks (10 days)

28.1 Time of Taking Leave

The parties of this agreement agree that employees may take all or part of accrued Annual Leave and Long Service Leave at a time mutually agreed between the parties. Permission shall not be unreasonably withheld provided that:

- Employees must give minimum notice as per Table 7 Leave Notice Period of their intention to take annual and/or LSL.
- Annual and/or LSL must only be taken at times authorised and agreed in advance by MICC.
- MICC may direct employees to take annual leave and/or LSL entitlements as negotiated between the Employee and MICC.

Table 7 Leave Notice Period

Leave	Minimum Notice Required	Minimum Period
Long service Leave	1 month	10 working days
Annual Leave	5 working days	1 day subject to Clause 28.2

28.2 Single Day Absences of Annual Leave

Annual should normally be taken in periods of not less than 5 working days.

If leave is taken as single days then it will be subject to a total limit of five per financial year except in exceptional circumstances at the discretion of the Chief Executive Officer. To avoid doubt, this means that an employee may take a combined total of no more than 5 single day absences using annual leave, in any single financial year from 1 July to 30 June the following year, all other periods of annual leave must be taken in periods of not less than 5 working days.

28.3 Maximum Accrual of Annual Leave

Annual leave may only accumulate up to two (2) years entitlement i.e. an accrued total of no more than 10 weeks. Employees with annual leave in excess of 2 years entitlements (10 weeks) accrual are required to develop a leave program with their respective Director to reduce their accrued annual leave to less than 10 weeks accrual.

The parties also agree to adhere to the following:

- a) Annual Leave that is accrued for more than two years as at the 30 June each year must be taken during the following 6 month period unless a mutually agreed program by both parties and approved in writing by the Chief Executive Officer
- b) Employees shall be authorised to take all or part of accrued annual leave at a time other than the Christmas closedown period or anniversary date by arrangement in writing between the employee and the Chief Executive Officer.

29 Sickness Whilst on Annual or Long Service Leave

- a) If an employee while absent from duty on annual leave or long service leave granted pursuant to the relevant award, is overtaken by illness the employee shall, on production of a certificate signed by a duly qualified medical practitioner certifying that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five days, and subject to the provisions of clause (b) below be entitled on application to have such period of illness which occurs during the employee's annual or long service leave debited to the employee's sick leave entitlements and the employee's annual or long service leave entitlement shall be adjusted accordingly.
- b) Notwithstanding the foregoing an employee shall not be entitled to payment for absence through illness or injury in respect of which workers' compensation is payable or through injury sustained by an employee outside the scope of the employee's employment caused by or contributed to by the employee's own negligence or participation in sport or games in respect of which such employee receives any payment by way of fee or bonus.

30 Annual Leave in the First Year of Service with Mount Isa City Council

- a) An employee will accrue annual leave in accordance with the relevant award and this agreement in the first year of service with Mount Isa City Council. To avoid any disruption to work and training arrangements during this initial year of service, employees are discouraged from taking any periods of annual leave prior to their first anniversary date, except under exceptional circumstances with the approval of the CEO.
- b) No annual leave may be taken in the probation period in the first year of service unless
 - i. Agreed at the time of appointment or
 - ii. In accordance with the annual closedown arrangements or
 - iii. In exceptional circumstances with the approval of the CEO.

31 Bereavement Leave

Bereavement leave of 3 days, on each occasion as defined in the relevant Award will be available in the event of the death, outside a 200km radius of Mount Isa City Council, Administration Building, 23 West St, Mt Isa of an employee's immediate family member as defined below.

- a spouse of the Employee (including a former spouse, de facto or former de facto spouse);
- long-term partner;
- a child (including an adult child, adopted child, foster child, step child and ex nuptial child), of the employee
- or the employee's spouse;
- parent of the employee or the employee's spouse;
- grandparent of the employee or the employee's spouse;
- grandchild of the employee or employee's spouse;
- sibling of the employee or sibling of the spouse of the employee including step siblings.

Bereavement leave is not cumulative.

On request, employees may use an additional 2 days to be deducted from their sick leave credits on each occasion of the death of an immediate family member outside the MICC area. Proof of death to the satisfaction of the manager must be provided to access this additional leave.

On request, employees shall provide proof of death to the satisfaction of the manager to access the above bereavement leave entitlements.

Casual employees shall be entitled to 2 days unpaid leave in the above circumstances.

To avoid doubt the following table further explains these provisions:

Table 8 Bereavement Leave Provisions

Location of Event	Bereavement Leave	Additional leave deducted from SL	Total Period of Bereavement Leave	Proof of Event Required
Within 200km from MICC administration building..	2 days	Nil	2 days	Yes
>200km from MICC administration building.	3 days	2 days	5 days	Yes

32 Workers Compensation Top Up From Sick Leave

- a) Where employees are receiving work cover payments of 85% of ordinary weekly earnings (OWE) or less before 26 weeks on work cover, such payments may be topped up to the employee's base weekly wage from accrued sick leave. To facilitate this, a written request and approval from the Chief Executive Officer is required. Any request to use sick leave under this clause is conditional upon the employee maintaining a balance of ten (10) days in their sick leave accruals.
- b) Where employees are receiving work cover payments of 70% of ordinary weekly earnings after 26 weeks on work cover, such payments may be topped up to the employee's base weekly wage from accrued sick leave. To facilitate this, a written request and approval from the Chief Executive Officer is required. Any request to use sick leave under this clause is conditional upon the employee maintaining a balance of ten (10) days in their sick leave accruals.

c) These top up provisions will apply for a maximum period of 52 week combined total.

Table 9 Compensation Top up Conditions

Workers Compensation Rate	Maximum Period of top up from SL	Minimum Balance of SL Accrual Maintained	Total Period of Top up Available	Approval
85% OWE	26 weeks	10 days	52 weeks	CEO
70%	26 weeks	10 days		CEO

33 Sick Leave

33.1 Works Based Employees

Every employee, except casuals, pieceworkers, and school-based apprentices and trainees employed under the Local Government Employees (Excluding Brisbane City Council) Award – State 2003, Engineering Award – State 2002, Building Trades Public Sector Award – State 2002, Theatrical Employees – Local Authority Area Theatres Award - State 2005, Hotels, Resorts and Certain Other Licensed Premises Award – State (excluding South-East Queensland) is entitled to (15 x 7.6) 114 hours sick leave for each completed year of their employment with Mount Isa City Council effective from the date of certification of this agreement. See Table 10 Sick Leave Accrual

33.2 All Employees – Absences

- a) Satisfactory evidence must be supplied by all employees covered by this agreement on the first day or earlier of return from two days sick leave, if the employee has had two (2) absences of two days without a medical certificate on two (2) occasions in that year of service without the need to produce a doctor's certificate in order to access paid sick leave. If no medical certificate or other acceptable evidence is supplied this absence will be treated as leave without pay.
- b) The parties recognise that excessive absenteeism is costly and disruptive to the Council in terms of work not undertaken and general workplace disruption. The parties also recognise the need for honesty in the taking of sick leave. The parties agree that sick leave taken one working day prior to and one working day immediately following RDOs, public holidays, annual leave etc may require the provision of satisfactory evidence. In cases where an employee's record of attendance at work deteriorates to a point where it can be deemed to be unsatisfactory, Council will introduce a system whereby the employee will be required to produce satisfactory evidence, which may include a doctor's certificate before payment of any sick leave is made.
- c) Sick leave may accumulate to a maximum of 52 weeks for all employees covered by this agreement.

Table 10 Sick Leave Accrual

Employee	SL Accrual Rate	Date of Effect	Maximum Accrual
Admin Based	108.75 hours per year of service	Date of commencement with MICC.	52 weeks
Works Based	114 hours per year of service	The later of date of certification of this agreement or date of commencement with MICC	

34 Parental Leave

34.1 Parental Leave Entitlement

All Employees shall receive maternity; paternity and adoption leave provisions as set out in the Queensland Local Government Officers Award 1998 irrespective of whether they would otherwise be covered by that award.

Should the Australian Government legislate the introduction of a paid parental leave scheme during the term of this agreement, then those provisions will be incorporated into this agreement.

PART 6 – MISCELLANEOUS PROVISIONS

35 No Extra Claims

No extra claims or over award payments shall be made during the period of this agreement, except where consistent with a National/State Wage Case decision. To avoid doubt - only the wage increases detailed in Clause 22.1 of this agreement will be paid during the life of this agreement.

36 Uniforms & Corporate Wardrobe

The Council agrees to consult with all affected staff and their representatives on any changes in the provision of uniforms and corporate wardrobe entitlements.

37 Training and Professional Development

The Council agrees to consult with all affected staff and their representatives on any changes in the provision of training and professional development entitlements.

38 Drug and Alcohol Testing

The Council agrees to consult with all affected staff and their representatives on any changes in the provision of drug and alcohol testing arrangements.

39 Monitoring and Review of Agreement

The EBT will meet as required to formally monitor progress of the operation of the agreement and assess the achievement of its aims.

40 Local Area Workplace Agreements

The parties recognise the need for “across the board” arrangements as outlined in this agreement, together with supporting Local Agreements which address issues of concern for specific sections of the workforce. Accordingly, it is intended that this agreement is an overarching Agreement and that, a series of Local Area work Agreements (hereafter called “LAWA”) may need to be developed to ensure that all employees and Council has the opportunity and flexibility necessary to be able to provide services which are viable, cost effective and competitive within certain work groups.

The aim of a LAWA is to allow sufficient flexibility for those specific sections of the workforce so that Council can provide cost effective and competitive services.

LAWA’s are not intended to supplant or in any way derogate from the minimum work conditions set out in this agreement. The parties recognise that a LAWA may vary the conditions of employment; however, when viewed as a whole the employee must not be in an inferior overall position in terms of conditions than they would be under the terms of this agreement or the relevant Award.

SCHEDULE 1 SALARY RATES
Queensland Local Government Officers Award

Officer Single Dependency Allowance								
	2008/2009	Hourly	2009/2010	Hourly	2010/2011	Hourly	2011/2012	Hourly
	Salary	Rate	Salary	Rate	Salary	Rate	Salary	Rate
	7/07/08		6/07/2009		5/07/2010		4/07/2011	
Level 1.1	39874	21.15	41270	21.89	42920	22.77	44637	23.68
Level 1.2	40526	21.50	41944	22.25	43622	23.14	45367	24.07
Level 1.3	41571	22.05	43026	22.83	44747	23.74	46537	24.69
Level 1.4	42550	22.57	44039	23.36	45801	24.30	47633	25.27
Level 1.5	43528	23.09	45051	23.90	46854	24.86	48728	25.85
Level 1.6	44373	23.54	45926	24.36	47763	25.34	49674	26.35
Level 2.1	46044	24.43	47656	25.28	49562	26.29	51544	27.34
Level 2.2	47037	24.95	48683	25.83	50631	26.86	52656	27.93
Level 2.3	48030	25.48	49711	26.37	51699	27.43	53767	28.52
Level 2.4	49024	26.01	50740	26.92	52769	27.99	54880	29.11
Level 3.1	50261	26.66	52020	27.60	54101	28.70	56265	29.85
Level 3.2	50901	27.00	52683	27.95	54790	29.07	56981	30.23
Level 3.3	51923	27.55	53740	28.51	55890	29.65	58126	30.84
Level 3.4	52952	28.09	54805	29.07	56998	30.24	59277	31.45
Level 4.1	54242	28.78	56140	29.78	58386	30.97	60722	32.21
Level 4.2	55427	29.40	57367	30.43	59662	31.65	62048	32.92
Level 4.3	56589	30.02	58570	31.07	60912	32.31	63349	33.61
Level 4.4	57755	30.64	59776	31.71	62167	32.98	64654	34.30
Level 5.1	59202	31.41	61274	32.51	63725	33.81	66274	35.16
Level 5.2	50371	26.72	52134	27.66	54219	28.76	56388	29.91
Level 5.3	61539	32.65	63693	33.79	66241	35.14	68890	36.55
Level 6.1	63793	33.84	66026	35.03	68667	36.43	71413	37.89
Level 6.2	65749	34.88	68050	36.10	70772	37.54	73603	39.05
Level 6.3	67709	35.92	70079	37.18	72882	38.66	75797	40.21
Level 7.1	69834	37.05	72278	38.34	75169	39.88	78176	41.47
Level 7.2	71794	38.09	74307	39.42	77279	41.00	80370	42.64
Level 7.3	73773	39.14	76355	40.51	79409	42.13	82586	43.81
Level 8.1	76293	40.47	78963	41.89	82122	43.57	85407	45.31
Level 8.2	77117	40.91	79816	42.34	83009	44.04	86329	45.80
Level 8.3	81011	42.98	83846	44.48	87200	46.26	90688	48.11
Level 8.4	83225	44.15	86138	45.70	89583	47.52	93167	49.43
Level 8.5	85438	45.33	88428	46.91	91965	48.79	95644	50.74

Officer Dependants Locality Allowance											
	2008/2009	Hourly	2009/2010	Hourly	2010/2011	Hourly	2011/2012	Hourly			
	Salary	Rate	Salary	Rate	Salary	Rate	Salary	Rate			
	7/07/08		6/07/2009		5/07/2010		4/07/2011				
Level 1.1	41336	21.93	42783	22.70	44494	23.60	46274	24.55			
Level 1.2	41986	22.27	43456	23.05	45194	23.98	47001	24.93			
Level 1.3	43029	22.83	44535	23.63	46316	24.57	48169	25.55			
Level 1.4	44005	23.34	45545	24.16	47367	25.13	49262	26.13			
Level 1.5	44984	23.86	46558	24.70	48421	25.69	50358	26.71			
Level 1.6	45829	24.31	47433	25.16	49330	26.17	51304	27.22			
Level 2.1	47520	25.21	49183	26.09	51151	27.14	53197	28.22			
Level 2.2	48513	25.74	50211	26.64	52219	27.70	54308	28.81			
Level 2.3	49507	26.26	51240	27.18	53289	28.27	55421	29.40			
Level 2.4	50499	26.79	52266	27.73	54357	28.84	56531	29.99			
Level 3.1	51744	27.45	53555	28.41	55697	29.55	57925	30.73			
Level 3.2	52383	27.79	54216	28.76	56385	29.91	58640	31.11			
Level 3.3	53407	28.33	55276	29.32	57487	30.50	59787	31.72			
Level 3.4	54514	28.92	56422	29.93	58679	31.13	61026	32.37			
Level 4.1	55944	29.68	57902	30.72	60218	31.95	62627	33.22			
Level 4.2	57107	30.30	59106	31.36	61470	32.61	63929	33.91			
Level 4.3	58267	30.91	60306	31.99	62719	33.27	65227	34.60			
Level 4.4	59432	31.53	61512	32.63	63973	33.94	66532	35.30			
Level 5.1	60890	32.30	63021	33.43	65542	34.77	68164	36.16			
Level 5.2	62056	32.92	64228	34.07	66797	35.44	69469	36.85			
Level 5.3	63225	33.54	65438	34.72	68055	36.10	70778	37.55			
Level 6.1	65487	34.74	67779	35.96	70490	37.40	73310	38.89			
Level 6.2	67446	35.78	69807	37.03	72599	38.51	75503	40.05			
Level 6.3	69404	36.82	71833	38.11	74706	39.63	77695	41.22			
Level 7.1	71533	37.95	74037	39.28	76998	40.85	80078	42.48			
Level 7.2	73491	38.99	76063	40.35	79106	41.97	82270	43.64			
Level 7.3	75453	40.03	78094	41.43	81218	43.09	84466	44.81			
Level 8.1	77996	41.38	80726	42.83	83955	44.54	87313	46.32			
Level 8.2	80352	42.63	83164	44.12	86491	45.88	89951	47.72			
Level 8.3	82714	43.88	85609	45.42	89033	47.23	92595	49.12			
Level 8.4	84929	45.06	87902	46.63	91418	48.50	95074	50.44			
Level 8.5	87144	46.23	90194	47.85	93802	49.76	97554	51.75			

Juniors & Trainees								
	2008/2009	Hourly	2009/2010	Hourly	2010/2011	Hourly	2011/2012	Hourly
	Salary	Rate	Salary	Rate	Salary	Rate	Salary	Rate
	7/07/08		40000.00		40364.00		40728.00	
20 Yr Jnr 90%	35887	19.04	37143	19.70	38628	20.49	40173	21.31
19 Yr Jnr 80%	31899	16.92	33016	17.52	34336	18.22	35710	18.94
18 Yr Jnr 70%	27912	14.81	28889	15.33	30044	15.94	31246	16.58
17 Yr Jnr 60%	23924	12.69	24762	13.14	25752	13.66	26782	14.21
Under 17 Yrs 55%	21931	11.63	22698	12.04	23606	12.52	24550	13.02
Trainee Fed 20 Yrs	25787	13.68	29714	15.76	30902	16.39	32138	17.05
Trainee Fed 19 Yrs	23038	12.22	26413	14.01	27469	14.57	28568	15.16
Trainee Fed 18 Yrs	20443	10.85	23111	12.26	24035	12.75	24997	13.26
Trainee Fed 17 Yrs	17581	9.33	19810	10.51	20602	10.93	21426	11.37
Trainee Fed less 17 Yrs	16207	8.60	18158	9.63	18885	10.02	19640	10.42
Note: As per previous EBA Trainee rates are calculated at 80% of Junior rates. These rates are to be applied as per age of trainee with a maximum at the 20 Year rate (to further clarify any trainee over 20 years of age will be paid at the 20 year rate).								
Officer Single Dependency Allowance + CWA								
	2008/2009	Hourly	2009/2010	Hourly	2010/2011	Hourly	2011/2012	Hourly
	Salary	Rate	Salary	Rate	Salary	Rate	Salary	Rate
	7/07/08		6/07/2009		5/07/2010		4/07/2011	
Level 3.1	51236	25.93	53029	26.84	55150	27.91	57356	29.03
Level 3.2	52264	26.45	54093	27.38	56257	28.47	58507	29.61
Level 3.3	53292	26.97	55157	27.91	57364	29.03	59658	30.19
Level 3.4	54321	27.49	56222	28.45	58471	29.59	60810	30.77
Level 4.1	55617	28.15	57564	29.13	59866	30.30	62261	31.51
Level 4.2	56651	28.67	58634	29.67	60979	30.86	63418	32.09
Level 4.3	57833	29.27	59857	30.29	62251	31.50	64741	32.76
Level 4.4	58993	29.85	61058	30.90	63500	32.14	66040	33.42
Level 5.1	60450	30.59	62566	31.66	65068	32.93	67671	34.25
Level 5.2	61655	31.20	63813	32.29	66365	33.59	69020	34.93
Level 5.3	62788	31.78	64986	32.89	67585	34.20	70288	35.57
Level 6.1	65049	32.92	67326	34.07	70019	35.43	72819	36.85
Level 6.2	67003	33.91	69348	35.10	72122	36.50	75007	37.96
Level 6.3	68964	34.90	71378	36.12	74233	37.57	77202	39.07
Level 7.1	71044	35.95	73531	37.21	76472	38.70	79531	40.25
Level 7.2	73006	36.95	75561	38.24	78584	39.77	81727	41.36
Level 7.3	74985	37.95	77609	39.28	80714	40.85	83942	42.48

Officer Dependants Locality Allowance + CWA								
	2008/2009	Hourly	2009/2010	Hourly	2010/2011	Hourly	2011/2012	Hourly
	Salary	Rate	Salary	Rate	Salary	Rate	Salary	Rate
	7/07/08		6/07/2009		5/07/2010		4/07/2011	
Level 3.1	52720	26.68	54565	27.61	56748	28.72	59018	29.87
Level 3.2	53748	27.20	55629	28.15	57854	29.28	60169	30.45
Level 3.3	54776	27.72	56693	28.69	58961	29.84	61319	31.03
Level 3.4	55803	28.24	57756	29.23	60066	30.40	62469	31.61
Level 4.1	57184	28.94	59185	29.95	61553	31.15	64015	32.40
Level 4.2	58346	29.53	60388	30.56	62804	31.78	65316	33.05
Level 4.3	59509	30.12	61592	31.17	64055	32.42	66618	33.71
Level 4.4	60673	30.70	62797	31.78	65308	33.05	67921	34.37
Level 5.1	60890	30.81	63021	31.89	65542	33.17	68164	34.50
Level 5.2	62056	31.40	64228	32.50	66797	33.80	69469	35.16
Level 5.3	63225	32.00	65438	33.12	68055	34.44	70778	35.82
Level 6.1	66740	33.78	69076	34.96	71839	36.36	74712	37.81
Level 6.2	68735	34.78	71141	36.00	73986	37.44	76946	38.94
Level 6.3	70658	35.76	73131	37.01	76056	38.49	79099	40.03
Level 7.1	72256	36.57	74785	37.85	77776	39.36	80887	40.93
Level 7.2	74217	37.56	76815	38.87	79887	40.43	83083	42.05
Level 7.3	76197	38.56	78864	39.91	82018	41.51	85299	43.17
Camp Allowance								
Rate per night	7/07/2008	7/07/2009	6/07/2010	4/07/2011				
	40.00	45.00	46.00	48.00				

Local Government Employees (Excluding Brisbane City Council) Award – State 2003

Roadworks and General Maintenance								
	2008/2009		2009/2010		2010/2011		2011/2012	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
	Salary	Rate	Salary	Rate	Salary	Rate	Salary	Rate
	7/7/2008		6/07/2009		5/07/2010		4/7/2011	
Level 1 Yard	44,960	22.75	45,634	23.09	46,775	23.67	48,412	24.50
Level 2 Yard	46,284	23.42	46,978	23.77	48,153	24.37	49,838	25.22
Level 3 Yard	46,708	23.64	47,409	23.99	48,594	24.59	50,295	25.45
Level 4 Yard	47,643	24.11	48,358	24.47	49,567	25.08	51,301	25.96
Level 5 Yard	48,596	24.59	49,325	24.96	50,558	25.59	52,328	26.48
Level 6 Yard	51,269	25.95	52,038	26.34	53,339	26.99	55,206	27.94
Level 7 Yard	52,349	26.49	53,134	26.89	54,463	27.56	56,369	28.53
Level 8 Yard	54,349	27.50	55,164	27.92	56,543	28.62	58,522	29.62
Level 9 Yard	56,205	28.44	57,048	28.87	58,474	29.59	60,521	30.63
Engineering Award State								
	2008/2009		2009/2010		2010/2011		2011/2012	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
	Salary	Rate	Salary	Rate	Salary	Rate	Salary	Rate
	7/7/2008		6/07/2009		5/07/2010		4/7/2011	
C14	43,152	21.84	43,799	22.17	44,894	22.72	46,466	23.51
C13	44,014	22.27	44,674	22.61	45,791	23.17	47,394	23.98
C12	46,284	23.42	46,978	23.77	48,153	24.37	49,838	25.22
C11	49,479	25.04	50,221	25.42	51,477	26.05	53,278	26.96
C10	53,734	27.19	54,540	27.60	55,904	28.29	57,860	29.28
C9	55,805	28.24	56,642	28.67	58,058	29.38	60,090	30.41
C8	57,697	29.20	58,562	29.64	60,027	30.38	62,127	31.44
C7	58,563	29.64	59,441	30.08	60,927	30.83	63,060	31.91
Camp Allowance								
	Current		6/7/2009		5/07/2010		4/07/2011	
Rate per night	40.00		45.00		46.00		48.00	
Building Trades Public Sector Award State								
	2008/2009		2009/2010		2010/2011		2011/2012	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
	Salary	Rate	Salary	Rate	Salary	Rate	Salary	Rate
	7/7/2008		6/07/2009		5/07/2010		4/7/2011	
PL5 (BT1)	53,734	27.19	54,540	27.60	55,904	28.29	57,860	29.28
PL6 (BT2)	55,805	28.24	56,642	28.67	58,058	29.38	60,090	30.41
PL7 (BT3)	57,697	29.20	58,562	29.64	60,027	30.38	62,127	31.44

Leading Hands - Trade								
	2008/2009		2009/2010		2010/2011		2011/2012	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
	Salary	Rate	Salary	Rate	Salary	Rate	Salary	Rate
	7/7/2008		6/07/2009		5/07/2010		4/7/2011	
PL7 (BT3) + LH	63,047	31.91	63,993	32.38	65,593	33.19	67,888	34.36
C7 + LH	63,047	31.91	63,993	32.38	65,593	33.19	67,888	34.36
Theatrical Employees – Local Authority Area Theatres Award - State 2005								
Hotels, Resorts and Certain Other Licensed Premises Award – State (excluding South-East Queensland)								
Civic Centre								
	2008/2009		2009/2010		2010/2011		2011/2012	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
	Salary	Rate	Salary	Rate	Salary	Rate	Salary	Rate
	7/7/2008		6/07/2009		5/07/2010		4/7/2011	
Theatre Tech	49,304	24.95	50,044	25.33	51,295	25.96	53,090	26.87
Casual Cleaner	41,887	21.20	42,515	21.52	43,578	22.05	45,103	22.83
Adult Apprentices								
	2008/2009		2009/2010		2010/2011		2011/2012	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
	Salary	Rate	Salary	Rate	Salary	Rate	Salary	Rate
	7/7/2008		6/07/2009		5/07/2010		4/7/2011	
1st Yr App 75% of C10	40,300	20.39	40,905	20.70	41,928	21.22	43,395	21.96
2nd Yr App 80% of C10	42,987	21.75	43,632	22.08	44,723	22.63	46,288	23.43
3rd Yr App 84% of C10	45,137	22.84	45,814	23.19	46,959	23.76	48,602	24.60
4th Yr App 90% of C10	48,361	24.47	49,086	24.84	50,314	25.46	52,074	26.35

SCHEDULE 2 - FLEXTIME AGREEMENT – MICC 2009

1. Introduction

The Scheme will cover only office based persons employed by MICC under the provisions of the Queensland Local Government Officer's Award - 1998.

In brief, Flexitime is designed to allow office staff maximum flexibility in determining their own working hours within each 72.50 hour fortnight. In operation the necessary constraints will be that present work throughputs and service to the public must not be reduced and overtime must not increase. On the other hand it will be important for all supervisors to recognise that staff should be allowed the greatest possible freedom to select their working hours within these constraints. So the success of Flexitime will depend largely upon cooperation between staff and management.

2. Definitions of Commonly Used Terms

BANDWIDTH:	Refers to the span of hours between start of the morning flex period and the end of the afternoon flex period. This may be within the range of 6.00 a.m. to 6.00 p.m. but the bandwidth for each section will be set by the department head.
NOMINAL HOURS:	Nominal hours of duty are those defined in the Queensland Local Government Officer's Award, 1998, 7hours 15 minutes per day 36 hrs 15 mins per week 72 hrs 30 mins per fortnight.
MAXIMUM HOURS:	The maximum number of hours which can be worked in any one day (exclusive of overtime) is eight (8) hours. Any extension should only be made at Director Level.
STANDARD DAY:	A standard working day is 7 hours 15 minutes, worked between 8.45 am and 5.00 pm with a lunch break of 60 minutes.
CORE TIME	The periods during the day when all officers are required to be present unless on approved leave. Core times are 9.30 am - 12 noon and 2.00 pm - 3.30 pm. This period may be varied by Managers to suit customer service requirements.
LUNCH BREAKS	Ordinary daily hours are to be worked consecutively with a break of not less than 30 minutes for a meal, to commence no later than five hours after starting time each day. A lunch break must be taken in the period 12.00pm to 2.00pm with a minimum of 30 minutes and a maximum of 2 hours. All employees are required to clock off and back on again upon resumption of duty. Lunch times may be rostered or taken at set times in units where customer service is provided from 9.00 am to 4.30pm. Lunch times of > 1 hour must be approved by the Team leader and are subject to operational requirements.
FLEX CREDIT:	A flex credit is an allowable amount above the normal hours that an employee is required to work; eg. if an officer has worked 8 hours on the one day, he/she has a flex credit of 45 minutes for that day. Flex credits are shown as "(+)".
FLEX DEBIT:	A flex debit is an allowable amount below the normal hours that an employee is required to work and should be shown as "(-)". A carry over flex debit can only be authorised by the Director of the Department or the Chief Executive Officer and is only allowable for employees that have commenced just prior to the Christmas break and have not accrued enough leave hours to cover the period between Christmas and New Year should Council close for business over this period.
SETTLEMENT PERIOD:	This is a period of ten (10) working days during which an officer is required to work a nominal total of 72 hours 30 minutes. Settlement periods will correspond with the present pay periods.
CARRY OVER:	This is the amount of Flex Credit that may be carried over into the next settlement period. The maximum carry over is (+) 36.25 hours.
FLEX LEAVE	Refers to an approved absence of not more than 36 hours 25 minutes in any one settlement period. Permission must be given prior to any leave being taken.

3. Co-Operation and Supervision

It is essential for the smooth running of any large organisation that there be co-operation and supervision. These two factors apply to a very large degree under Flextime.

Officers must at all times obey directions given by their supervisors regarding hours of attendance. If a supervisor directs any of his/her staff to commence or cease work at a time at which the individual would prefer to be absent, the supervisor's directions are to be followed. Permission to access flex credits must be obtained prior to taking flextime.

It is essential therefore that all staff working Flextime be aware that the first priority is the maintenance of acceptable workflows. Accordingly there will need to be co-operation between staff, supervisors and management in planning working times so that during Flex Periods resources are available to service the needs of the public, other departments and organisations, and to enable the continuance of inter-office communication and services. This has to be carefully balanced against the objectives of the system that staff should be afforded maximum flexibility in choosing their working hours consistent with the requirements of the system and the ultimate achievement of the group's and the Department's work objective.

It is to be remembered that Flextime has been designed primarily to enable officers to work more efficiently and to enable them to have a greater say in planning their working hours, and not so as to reduce the number of hours worked, nor result in reduced output.

Higher duties allowance is not payable when staff are absent on Flex leave.

Supervisors have a most important role to play under Flextime. As well as ensuring that their section's obligations are met in full, they should encourage their officers to use the benefits of the scheme in a responsible manner. Supervisors should closely examine officer's attendance patterns: should they be unsatisfactory, the supervisor should immediately counsel the officer concerned. If the officer's attendance pattern continues to be unsatisfactory details of the case should be referred to the head of the Department.

4. Who Will Participate In Flextime?

Only office based staff who work 36.25 hours per week and are covered by the Queensland Local Government Officer's Award, 1998 will be eligible to participate in Flextime. The exception to this will be staff whose normal hours of duty differ from 36.25 hours per week, workers, or those whose duties are tied to industry hours. This will generally be those staff who work predominately in a field type position. These staff will work fixed starting and finishing times on a 9 day fortnight or 19 day month basis.

It may be necessary to exclude certain other staff from the scheme because of the need to maintain a continuous service during normal hours. These officers, will be advised by their Team Leader / Supervisor.

The degree to which staff will be able to avail themselves of the benefits will, of course, vary depending on such aspects as the designation and classification of officers, the duties of their positions, the location of section, absence of other officers etc. Not all staff will be able to enjoy the full benefits of Flextime. Any staff on individual contracts will not participate in the flextime scheme.

Managers who are not on an individual contract may participate in the flextime provisions.

The Council will at all times retain the right to determine who may be included or excluded from participation.

5. Provisions of Flextime

5.1. Daily Working Hours

The following details relate to daily working hours in general.

Daily working hours must fall within the span of hours from 6.00am to 6.00pm.

Band width will be set for each section by the department manager but would generally be within the following period.

Earliest starting time 8.00 a.m.

Latest finishing time 6.00 p.m.

Officers working outside of these hours will not be paid for any such duty or allowed to accrue flextime unless they have been SPECIFICALLY DIRECTED TO DO SO, in which case, overtime provisions will apply.

5.2. The maximum time which an officer can work on any one day (not including overtime) is 8 hours. This must be prior approved by the Supervisor. Employees required to work more than 8 hours in any day must have prior approval from the Department Head.

5.3. Ordinary daily hours are to be worked consecutively with a break of not less than 30 minutes for a meal, to commence no later than five hours after starting time each day. A standard lunch period is 60 minutes; all employees are required to clock off and back on again upon resumption of duty.

5.4. Settlement Period

For Flextime the Settlement Period will be a fortnight corresponding to the period at present covered by the fortnight for which salaries are prepared. The NOMINAL requirement will therefore be all officers to work **72 HOURS 30 MINUTES OVER A PERIOD OF TEN (10) DAYS, BETWEEN THE HOURS OF 6.00 A.M. AND 6.00 P.M.** The exception is that officers are allowed to carry over to the next Settlement Period a maximum flex credit of 36.25 hours.

5.5. Flex Credit Build Up

Officers will be allowed to build up flex credits during the settlement period i.e. They are not required to work 7 hours 15 minutes each and every day.

The following conditions will apply to the accrual of flex credits and flex debits:

5.6. Flex Credit

Subject to the specified requirement of the scheme eg. necessity for officers to meet their functional responsibilities, cooperation with supervisors etc., an officer may accrue a flex credit build up of **36.25 hours**. NB staff are not authorised to accrue greater than 36.25 hours unless approved by the CEO. **All periods in excess of 36.25 hours will lapse unless taken in the fortnight in which it accrues.**

The provision for officers to establish credits enables both officers, and their sections, to plan for peaks and troughs. Additionally, it will enable officers to have time off at times when normally they would be working.

5.7. Carry Over to next Settlement Period

Officers will be allowed to carry over from one Settlement Period to the next, a flex credit of 36.25 hours. Carry over of a flex debit is not permitted and employees with a flex debit will be docked accordingly in their pay. **All flexcredits in excess of 36.25 hours may not be carried over to the next settlement period and will lapse unless approved by the CEO.**

5.8. Annual Christmas Closedown

Staff are required to use accrued flexcredit for work absences required for the annual Christmas closedowns up to the maximum accrual of 36.25 hours.

5.9. Leave & Flexcredit

When staff are absent on sick leave or any other approved leave a standard day of 7h 15m is deducted from the leave credits and added to flexcredit for the day off or if multiple days 7h 15m X number of days absent. (See example attached)

5.10. Overtime

5.10.1 Overtime will be payable when specifically directed and authorised by the Manager prior to working the overtime).

- (a) For all work outside bandwidth – Monday to Friday 6am to 6 pm
- (b) For all work performed in excess of 7.25 hours where the employees so elects, and in all cases for work performed in excess of 8 hours in any one day (subject to clause 5.4.)
- (c) For work performed outside nominal hours when a flex credit of 36.25 hours is exceeded.
- (d) For work performed after five hours have lapsed from commencement of work until such time as a lunch break may be taken.

5.10.2 The employee MAY refuse to work more than 7.25 hours on any day unless overtime rates are paid for the time worked in excess of 7.25 hours, although overtime shall not be performed without the express approval of an authorised officer.

5.10.3

- (a) MICC retains the right to insist that employees work during nominal hours.
- (b) The employee retains the right to insist that he/she work during nominal hours.

5.11. Working at other Offices

While working at any office in another Department where Flextime is not in operation or where the hours of duty differ from those at their home office, officers are to adopt the hours of duty operative in that office.

When an officer is transferred to an office where Flextime is not in operation he/she should take advantage of any accrual Flextime credit within one fortnight of his/her transfer.

5.12. Notification of Termination

When an employee gives notice that he/she wishes to terminate, he/she automatically ceases to participate in Flextime. Any debit existing 3 days before termination will be deducted as leave without pay.

Where a credit balance exists, the officer is entitled to take this time up to the maximum flextime credit of 36.25 hours. Any period in excess of 36.25 hours credit will lapse on termination.

6. Time Recording

All staff are honour bound to record their attendance accurately and truthfully. Any officer who does not observe this requirement will be excluded from participating in the scheme. An officer who deliberately falsifies his/her Time Card will be subject to disciplinary action as well as automatic exclusion from the flextime scheme.

Where time clocks are used all officers participating in Flextime must record their times on the cards provided by using such time clocks.

Participating officers are required to record actual times for commencement of duty in the morning, ceasing duty for lunch, recommencement after lunch, and ceasing duty for the day. Absences for short periods during the day and other leave must also be recorded on the individual time clock cards. Attendance at the Blood Bank or Training Courses is to be treated as working time, in and out times are not to be recorded. The supervisor is to be notified in all cases when officers leave the premises for any reason whatever.

Each officer should calculate his/her time worked and the accrual Flex Credit or Flex Debit, preferably at the end of each day in biro.

Totals for each time card must be signed by the employee and approved and signed by his/her supervisor before submission, by attachment to the back of the time sheet, to the Pay Office.

Officers who commence at locations other than their usual starting place must record their commencement times in their diary at the time of commencement and transfer that figure to their time sheet at the earliest opportunity. This change of commencement location and the recorded detail on the time sheet must be approved and authorised by their supervisor.

7. Transfer and New Employee

The date a new employee commences Flextime will not necessarily correspond to the start of a settlement period. Each expired day of the settlement period before commencement is calculated at nominal hours (7.25 hours).

8. Interpretation of Agreement

If any disagreement or dispute arises over a question of interpretation or application of this Agreement the question shall be resolved using Section 20 Grievance and Dispute Settlement of the MICC 2009 Certified Agreement.

Table 11 Flextime Provisions

Flextime Provision	Rule	Comment
Span of Hours	6.00am to 6.00pm	The span of hours in which the band width can be set
Band width	Bandwidth for each section will be set by the Department Manager.	
Commencement times	8.00am to 9.30am	Subject to customer service requirements and in line with Team Leader approval for each section.
Finishing Times	3.30pm to 6.00pm	
Lunch Time span	12.00pm to 2.00pm	Subject to operational requirements
Minimum Lunch break	30 minutes	Not included in flex credit accrual. Lunch breaks >1 hour subject to Team Leader approval.
Maximum Lunch Break	2 hours	
Morning Tea	10 mins	Included in flex credit accrual
Afternoon Tea	10 mins	Included in flex credit accrual
Core Time	9.30am to 12.00pm 2.00pm to 3.30pm	Staff must be at work unless on approved leave. May vary in certain sections.
Nominal Fortnight Hours	72.5 hours	2 x 36.25 hours
Nominal Daily Hours	7.25 hours	8.45am to 5.00pm (60 mins lunch)
Maximum Daily Hours	8.00 hours	Exclusive of Overtime
Maximum Daily Accrual	45 minutes (.75 hr)	
Maximum Fortnightly hours	80 hours	10 x 8
Maximum Fortnightly Accrual	7.5 hours	10 x .75
Maximum Weekly hours	40 hours	5 x 8
Maximum Weekly Accrual	3.75 hours	5 x .75
Settlement Period	2 weeks	Usual pay period
Maximum Flexcredit Carry over	36.25 hours	5 x 7.25
Maximum Flexcredit Taken in one absence	36.25 hours	5 x 7.25
Maximum Flexcredit Taken in association with Annual Leave	36.25 hours	5 x 7.25
Overtime	Outside 6.00am to 6.00pm	Must be directed and authorised by Manager prior to working
Overtime	After 8.00 hours ordinary time	Must be directed and authorised by Manager prior to working
Christmas closedown	Must use available flex credits	

PART 7 - SIGNATORIES

- Mount Isa City Council (MICC) ABN 48 701 425 059
- Australian Workers' Union of Employees, Queensland (AWU) ABN 80 519 643 130
- Queensland Services, Industrial Union of Employees (QSU) ABN 863 516 656 53
- Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland (CFMEU) ABN 73 089 711 903
- Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees (FEDFA) ABN 73 089 711 903
- The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMWU) ABN 59 459 725 116
- The Plumbers and Gasfitters Employees' Union of Australia, Qld Branch, Union of Employees (P.G.U.) ABN51 918 867 235
- The Liquor, Hospitality & Miscellaneous Union, Queensland Branch, Union of Employees (LHMU) ABN 69 844 574 256
- Association of Professional Engineers, Scientists and Managers of Australia (A.P.E.S.M.A.) ABN 99 589 872 974

Mount Isa City Council

Signed for and on behalf of the **Mount Isa City Council** ABN 48 701 425 059: Bhan Pratrapp
 In the presence of: Roxanne Richardson

Australian Workers' Union of Employees, Queensland ABN 54 942 536 069: William Ludwig

In the presence of: Stacey Schinnerl

Queensland Services, Industrial Union of Employees ABN 863 516 656 53: David Smith

In the presence of: Ian Buckley

Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland ABN 73 089 711 903:

Michael Ravbar

In the presence of: Kath Nettleton

Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees ABN 73 089 711 903:

Michael Ravbar

In the presence of: Kath Nettleton

The Plumbers and Gasfitters Employees' Union of Australia, Qld Branch, Union of Employees (P.G.U.) ABN 51

918 867 235: Brad O'Carroll

In the presence of: Marlene Anderson

The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland ABN 59 459 725 116: Andrew Dettmer

In the presence of: Ann-Marie Allan

The Liquor, Hospitality & Miscellaneous Union, Queensland Branch, Union of Employees (LHMU) ABN 69 844 574 256: Gary Bullock

In the presence of: Ashley Fleming

Association of Professional Engineers, Scientists and Managers of Australia (A.P.E.S.M.A.) ABN 99 589 872 974:

John Yates

In the presence of: Mary Schmidt